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CLERK, U.S. DISTRICT COURT
WEST. DIST. OF PENNSYLVANIA

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN
DISTRICT OF PENNSYLVANIA

RANDALL EUGENE PARRAN
PLANTIFF

CIVIL ACTION AT LAW

VS.

ALLEGHENY COUNTY JAIL, RENEWAL INC., ORLANDO HARPER
CONNIE CLARK, ADAM, JULIAN HOLLAND, JADORA, PERMINTER,
GIAMETT G.

DOCKET NO # 17-1587
JURY TRIAL DEMANDED

DEFENDANTS

- 1). This court has jurisdiction over plaintiffs' claims of breach of contract, unlawful business practices, and fraud.
- 2). Plaintiff Randall Eugene Parran was a resident at the Renewal Inc. during the events described in this complaint, but was later sent back to the Allegheny County Jail.
- 3). Defendants Adam Zak, Julian Holland, Jadora Perminter, and Giamett G, are Renewal Inc. employees in different positions and job titles, they are in charge with the enforcement of all the Renewals Inc. and the ACJ rules, regulations, and policies. These defendants all can be at the 339 Blvd. of the Allies. Pgh, PA, 15222.
- 4). Defendant Connie Clark is the overall director of the Renewal Inc. Her responsibilities includes, but is not limited to make sure the Renewal Inc. and ACJ rules, regulations, and policies are being complied with this includes but is not limited to the care , custody, and control of plaintiffs' property. She can be found at 950 Second Avenue, Pittsburgh, PA, 15219.
- 5). Defendant Orlando Harper is the Warden of the Allegheny County Jail. He is responsible for all the policies, rules, and regulations of all contract of the ACJ, this includes, but not limited to care and control and custody off all inmates property while at the ACJ and when they are at the Renewal Inc. As residents this includes the property of plaintiffs' Parrans property. Defendants can be found at 950 Second Avenue, Pittsburgh, PA, 15219.
- 6). All the above named defendants are sued in both their official and individual capacities and acted under color of State Of Law while at all times mentioned in complaint.
- 7). Plaintiff Randall Parran can be found at 1810 Clark Street, Pittsburgh Pa, 15221.
- 8). On 1-25-2017 plaintiff Randall Parran was an inmate at the ACJ who was sent to the Reneawl Inc. whis is a work release program, where the same rules apply at the ACJ. Residents are allowed to have their own personal property (shoes, clothing, and other belongings).

9). On 1-25-2017, Randall Parran signed a contract with the Renewal Inc. and the ACJ. , where the parties agreed to take hold off and care for plaintiffs property and that if certain terms and conditions were not met the plaintiff would forfeit those right. See contract with the Renewal Inc. and ACJ with plaintiff's signature on it, where Renewal Inc. and ACJ agreed to care for plaintiffs property.

10). 4-18-2017 Defendant Renewal Inc., ACJ Harper, Clark, Zak, Holland, Perminter, and Giamts, breach the terms and conditions of their contract when Parrans boots, and hoodie was not in his property when he was sent back to the ACJ on 4-18-2017 (see exhibit 1). Property inventory sheet where there is no boots or hoodie.

11). On 4-25-2017 Parran informed defendants Harper, and Clark of the breach of contract that his boots and hoodie was not in his property. (See exhibits 2 and 3).

12). Parran gave defendants Harper and Clark a 7 day grace period to find and return Parran property or the terms and conditions outlined in his contract would become binding for the lost or destruction of his property. Both defendants was informed that if the property was not returned with in the 7 day grace period, than the renewal Inc. and the ACJ will be liable as well as them for the breach of contract and that his contract will be binding. (see exhibits 2 and 3).

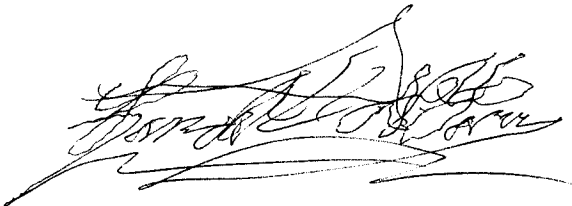
13). On May 16, 2017, Plaintiff Parran sent Defendant Zak a certified letter in the mail, Note breach of Contract. (See exhibits 4 and 5). The loss of his boots and hoodie not being in his property when being returned back to the ACJ.

14). Defendant Zak was informed that if he didn't find Parrans property, boots and hoodie within the 7 days period than Parrans contract would come in to play (see exhibit 4 and 5).

15). Defendants Renewal Inc., ACJ, Harper, Clark, Zak, Holland, Perminter, and Giamett has breached of contract and willing fully agreed to the terms and conditions outlined in Parrans contract. Parran now seek enforcement of his contract and for everything outlined therein.

RELIEF SOUGHT

DEFENDANTS CONLECTIVLY 180,000 DOLLARS

A handwritten signature in black ink, appearing to read "Randall Parran", with a stylized flourish underneath.

12-7-17